

# **EXHIBIT 1**

CAUSE NO. DC-17-12500

WEST SUMMIT INVESTMENTS, LP	§	IN THE DISTRICT COURT OF
	§	
v.	§	
	§	
NEAL RICHARDS GROUP, LLC	§	
	§	
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	§	
NEAL RICHARDS GROUP, LLC, BY	§	
AND THROUGH ITS RECEIVER	§	
AND ATTORNEY IN FACT,	§	DALLAS COUNTY, TEXAS
HOWARD MARC SPECTOR	§	
	§	
v.	§	
	§	
NEAL RICHARDS GROUP FORT	§	
WORTH DEVELOPMENT, LLC, et al.	§	68th DISTRICT COURT

**AMENDED FINAL JUDGMENT**

On December 18, 2018, the Court called to trial (a) all claims asserted by glendonTodd Capital, LLC ("glendonTodd" or "GTC") and Todd Furniss ("Furniss") (collectively the "GTC Parties") against Neal Richards Group Forest Park Development, LLC ("NRG Dallas") and Neal Richards Group Austin Development, LLC ("NRG Austin"); (b) all claims asserted by NRG Austin and FPMC Austin Realty Partners, LP ("FPMC Austin") against GTC and Todd Furniss; and (c) all other claims that remained pending in this matter. glendonTodd and Todd Furniss appeared in person and by their attorneys of record and announced ready for trial. NRG Dallas and NRG Austin appeared

through their court-appointed receiver and attorneys of record and announced ready for trial. West Summit Investments, LP also appeared by its attorney of record.

By agreement of the parties, all questions of fact were submitted to the Court for determination. The Court received evidence through exhibits, live witness testimony, and testimony through transcripts submitted to the Court. After considering all evidence presented to the Court, the Court issues this Final Judgment.

Having heard the evidence and the arguments of counsel, the Court is of the opinion that NRG Austin has proven, by a preponderance of the evidence, that it is entitled to recover, in part, on its claims for breach of fiduciary duty and for declaratory relief as set forth below. The Court is also of the opinion that glendonTodd has proven, by a preponderance of the evidence, that it is entitled to recover from NRG Dallas on its claim for breach of contract.

It is hereby ORDERED, ADJUDGED, and DECREED that glendonTodd shall have and recover actual damages from NRG Dallas in the amount of \$1,011,281.00.

It is further ORDERED, ADJUDGED, and DECREED under the Declaratory Judgment Act that NRG Austin shall have and recover actual damages from Mr. Furniss and glendonTodd, jointly and severally, in the amount of \$1,150,000.00.

It is further ORDERED, ADJUDGED, and DECREED under the Declaratory Judgment Act that NRG Austin shall have and recover reasonable and necessary

attorneys' fees from Mr. Furniss and glendonTodd, jointly and severally, in the amount of \$280,428.75 for services rendered through the trial of this case.

It is further ORDERED, ADJUDGED, and DECREED under the Declaratory Judgment Act that glendonTodd and Mr. Furniss shall have and recover reasonable and necessary attorneys' fees from NRG Austin in the amount of \$50,000.00 for services rendered through the trial of this case. The \$50,000 awarded to glendonTodd and Mr. Furniss herein is offset against NRG Austin's recovery against glendonTodd and Mr. Furniss. However, in the event that NRG Austin does not maintain its recovery on appeal, glendonTodd and Mr. Furniss are still entitled to \$50,000 in attorneys' fees.

It is further ORDERED, ADJUDGED, and DECREED that the total amounts awarded herein to glendonTodd and Mr. Furniss shall bear interest at the rate of 5.00 percent per annum.

It is further ORDERED, ADJUDGED, and DECREED that the total amounts awarded herein to NRG Austin shall bear interest at the rate of 5.00 percent per annum.

All costs of court spent or incurred in this cause by glendonTodd are adjudged against NRG Dallas, all costs of court spent or incurred in this cause by NRG Austin are adjudged against Mr. Furniss and glendonTodd, and all other costs of court spent or incurred in this cause shall be borne by the party incurring same.

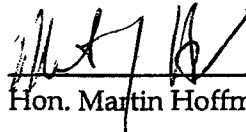
All writs and processes for the enforcement and collection of this judgment or the costs of court may issue as necessary.

All relief requested in this case and not expressly granted is denied.

This judgment amends and replaces the Final Judgment signed on March 4, 2019.

This judgment finally disposes of all parties and claims and is appealable.

SIGNED on this 21 day of May 2019.



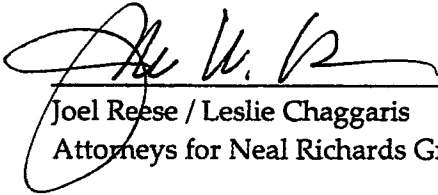
Hon. Martin Hoffman, Judge Presiding

APPROVED AS TO FORM ONLY:



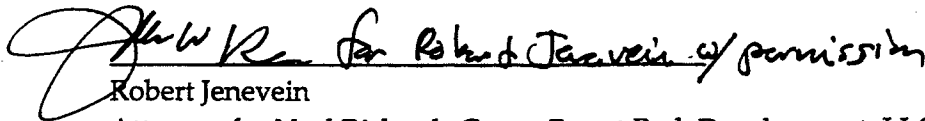
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